



LIMITED SOFTWARE LICENSE

Under the LodgeNet Content and System Maintenance Agreement (“CSMA”)

LodgeNet, as part of the services provided by LodgeNet at the Premises and in exchange for the Software License Fee identified in the CSMA, will, at the time of LodgeNet System installation, provide the then-current version of LodgeNet's system software and such other LodgeNet software and firmware (“LodgeNet Software”) as LodgeNet deems necessary for the operation of the LodgeNet System in accordance with the CSMA. Provided that Hotel is and remains in compliance with all payment and other obligations set forth in the CSMA, LodgeNet (a) agrees to provide Hotel with updates and upgrades to such LodgeNet Software from time to time developed by LodgeNet and generally deployable for use with the then existing LodgeNet System equipment at the Premises that will enhance the delivery of the Programming at the Premises (such updates and upgrades, if and when deployable, shall be provided to Hotel at the price specified in the CSMA or LodgeNet's Rate Card then in effect, as applicable), and (b) grants Hotel a non-exclusive, revocable, nontransferable, limited license to use such LodgeNet Software and updates and upgrades thereto (to the extent provided by LodgeNet) during the term of this CSMA solely to the extent necessary to operate the LodgeNet System equipment and provide Programming at the Premises. Any additional or upgraded equipment or upgrades to third-party software (if any) embedded in or used by such equipment which is necessary to facilitate deployment of the LodgeNet Software or to deliver or continue delivery of Programming shall be at Hotel's sole cost and expense. Hotel agrees to discontinue use of the LodgeNet Software and any and all upgrades and enhancements thereto and any other software and firmware provided by LodgeNet hereunder (which, together with the LodgeNet Software, are herein collectively referred to as the “Software”), and to return to LodgeNet or destroy (as instructed by LodgeNet) all copies thereof, upon termination or expiration of this CSMA. Hotel acknowledges and agrees that in lieu of return or destruction of the Software by Hotel, LodgeNet, at LodgeNet's sole option, may remove, permanently disable, or destroy the Software. As between LodgeNet and Hotel, LodgeNet retains all right, title and interest in and to the Software, and all copyrights, patent rights and other intellectual property rights therein or thereto. This limited Software license does not grant to Hotel any proprietary rights in the Software or any other software or firmware provided or made available by LodgeNet in connection with the CSMA, and except for the limited license explicitly granted pursuant to this limited Software license, Hotel shall not have or claim any right or interest therein. Hotel agrees not to use, and not to permit any other person or entity to use, the Software, and any such other software or firmware, for any purpose other than the purposes specifically provided herein. Hotel agrees that the Software and any such other software or firmware, and all intellectual property and other proprietary information of LodgeNet embodied therein or associated therewith are Confidential Information as provided in the CSMA. Hotel further agrees not to copy, “reverse engineer,” decompile, disassemble or otherwise seek, directly or indirectly, to discover the source code, or duplicate, or replicate the functionality of, the Software or any part thereof. If Hotel receives a claim that the Software or any other aspect or component of the LodgeNet System, when used in accordance with LodgeNet's instructions, infringes any patent, copyright or other intellectual property interest of any person or entity, Hotel will notify LodgeNet promptly in writing and give LodgeNet all necessary information and assistance and the exclusive authority to evaluate, defend and settle such claim. LodgeNet, at its own expense and option, will then (1) settle or defend against such claim; (2) procure for Hotel the right to use the challenged item; (3) replace or modify the Software or other aspect of the LodgeNet System so that it no longer infringes or allegedly infringes; or (4) terminate the CSMA and repurchase from Hotel, at the then-current book value thereof, any or all LodgeNet System equipment that Hotel purchased from LodgeNet. The foregoing obligations of LodgeNet shall not apply with respect to Hotel's use or modification of the Software or the LodgeNet System equipment not expressly permitted by the CSMA, nor shall LodgeNet have any obligation with respect to any goods, equipment, software or firmware manufactured or developed by a third party.

Terms used but not defined in this limited Software license have the meanings given such terms in the CSMA. This limited Software license version is effective as of January 1, 2009.